

## **ARTICLE 3 INTEGRITY OF THE BARGAINING UNIT**

### **Section A. Bargaining Unit Work Performed By Non-Bargaining Unit Employees**

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. In accordance with Article 13 (Layoff) the Employer shall inform the Union of the economic or programmatic reasons for changes in work routines or systems that result in layoff of employees, abolishment or attrition of positions.

Non-bargaining Unit employees will be permitted to perform Bargaining Unit work only to the extent that Non-bargaining Unit employees have previously performed such work as a matter of customary practice, or to the extent that such work is a part of their assigned duties as provided in Civil Service classification specifications, or in the case of emergency. It is recognized that Registered Nurses perform duties of Bargaining Unit employees involved in direct care. All supervisors shall be subject to Section B. of this Article.

As provided in this Agreement, Bargaining Unit work will normally be performed by classified employees in the Bargaining Unit. The Employer will not assign work to Non-bargaining Unit employees for the sole purpose of reducing or eroding the Bargaining Unit.

The Employer may also continue to utilize student work experience programs, patient/employee programs, JTPA program employees, volunteer programs, or seasonal recreational programs of the kind currently employed in agencies in this Bargaining Unit. The primary purpose of such programs shall be to supplement ongoing activities or solely to provide training opportunities. Participants in such programs shall not perform Bargaining Unit work in the presence of an applicable Agency Recall List for the agency where such participants may be used. Volunteer programs shall not be used to avoid recall of Bargaining Unit employees on layoff, including providing vacation relief.

### **Section B. Bargaining Unit Work Performed by Supervision**

Supervisory employees shall only be permitted to perform Bargaining Unit work under the following circumstances: in cases of emergency; when necessary to provide break and/or lunch relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid the necessity for mandatory overtime; to allow the release of employees for Union activities pursuant to Article 7 (Union Business and Activities); to provide coverage for call-ins and no-shows (from first line supervision), to allow supervision time to secure a volunteer from the voluntary overtime list.

In those cases where lead workers are performing some supervisory tasks incidental to their primary lead worker duties, the parties agree that such employees shall not be considered supervisors for purposes of this Section.

### **Section C. Working Out of Class**

As of January 1, 2002, the Civil Service Commission has deemed "Working out of Class" a prohibited subject of bargaining. See applicable Civil Service Rules and Regulations on the subject.

### **Section D. New, Abolished or Revised Classifications**

The parties will review all abolishments of existing unit classifications as well as all new classifications consisting of a significant part of the duties of existing Unit classifications. Bargaining Unit positions shall not be reclassified, reallocated, or retitled by or at the request of the Employer for the purpose of removing same from the Unit without prior agreement between the parties. This provision shall not be construed to prohibit the Employer from reallocating positions which have been downgraded for training because of the unavailability of a register. Classified employees in classifications and positions assigned to this Unit in accordance with this Section shall be subject to the provisions of this Agreement.

### **Section E. Contracting and Sub-Contracting**

Nothing in this Section shall apply to or prohibit the Departments of Community Health or Family Independence Agency's plans to deinstitutionalize patients, and/or residents.

The Employer recognizes its obligation to utilize Bargaining Unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services where necessary to provide cost-effective, efficient services to the public.

The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such sub-contracting upon Bargaining Unit employees.

Whenever the Employer intends to contract out or sub-contract any personal services that would involve any Bargaining Unit work, concurrent written notice shall be given to the Union when the request is sent to Civil Service for approval. Such notice shall consist of a copy of the request made to Civil Service which shall include such matters as:

1. The nature of the work to be performed or the service to be provided.
2. The proposed duration and cost of such sub-contracting.

3. The rationale for such sub-contracting.

The Union shall be entitled to all reports on all personal services contracts that are filed in compliance with MCL 18.1281.

The Employer shall, upon written request, meet and confer with the Union over the impact of the decision upon the Bargaining Unit. Such discussions shall not serve to delay implementation of the Employer's decision.

If subcontracting results in layoff, the Employer shall attempt to place affected employees in other vacant positions in accordance with Civil Service Rules and Regulations. The Employer shall request Civil Service to provide examinations on site for such affected employees to enable such employees to have their names placed on employment registers by Civil Service.